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| Generation System Disclosure Form | |
| **Customer Information**  **Distribution Utility** | [Include Name, Service Address, Mailing Address (if different), and Contact Information]  [Indicate Customer’s electric distribution utility] |
| **Overview** | This document describes your [list generation type (e.g., solar, hydroelectric)] [list contract type (e.g., power purchase agreement, lease, purchase)]. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.  [Briefly explain the contract type; e.g., for a PPA, “Under this contract, you will purchase power from a generation system installed on your property.” For non-purchase agreements, note that the customer will not own the system.] |
| **Price, Fees, and Charges** | [Describe financial structure of agreement, including specific price or price per kWh or specific explanation of how price per kWh will be determined, amounts and due dates for up-front payments, or other charges or fees, including both recurring and non-recurring charges. Include Total Cost or Total Estimated Cost for Lease and Purchase contracts. For any charges or fees that will increase or vary, indicate how much, based on what, and what notice will be provided. For contracts that include an escalation clause, identify and explain the escalation rate, calculation methodology, and applicable formulae. Include the resulting potential price at the halfway point of the contract and in the final year of the contract.]  [For projects with an applicable Customer Benefit Contribution.] A Customer Benefit Contribution charge will appear on your utility bill following the connection of your [generation type (e.g., solar, hydroelectric)] project.  The Customer Benefit Contribution charge recovers your share of the costs associated with public benefit programs such as energy efficiency, low- and moderate-income and clean energy programs that all utility customers fund.  The Customer Benefit Contribution is a monthly charge that varies by the size of the [generation type (e.g., solar, hydroelectric)] unit installed and is updated annually to reflect the actual costs of the public benefit programs in the previous year.  [If applicable, list credits, incentives, or rebates that customer will receive or will sign over to Provider, and indicate whether Provider or customer is responsible for applying for each credit, incentive, or rebate and whether Provider or customer will receive each credit, incentive, or rebate] |
| **Installation** | [Identify system location on property, approximate installation start and completion date, and whether provider or customer is responsible for arranging interconnection with utility. Provide name and contact information of installer if different from provider.] |
| **System Size and Generation** | [Identify system size, estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation, estimated annual electricity production decrease due to system aging (degradation), and estimated system lifetime] |
| **Maintenance and Repairs** | [Either explain terms of contract providing for system maintenance or state “This contract does not include System Maintenance, the upkeep and services required or recommended to keep the System operating as intended.”  [Either explain terms of contract providing for system repairs or state “This contract does not include System Repairs, actions needed to fix malfunctions.”]  [State whether warranty is included with contract.]  [Provide name and contact information of Maintenance/Repair Provider if different from provider.] |
| **Roof Warranty** | [Either explain terms of contract providing roof warranty or state “Your roof is not warrantied against leaks or other damage resulting from System installation.”] |
| **Length of Agreement and End of Contract Term** | [Description of term in months or years]  [Description of what will happen at the end of the contract, e.g., system ownership, renewal options, buy-out options, system removal options.] |
| **Early Termination and Selling Your Property** | [Description of terms regarding early termination of agreement, including specific fees and charges or specific explanation of how fees or charges will be determined and any situations where fees would be waived.]  [Description of terms related to sale of property, including terms related to transfer of contract to new owner, terms related to moving system to new property, or terms related to early termination charges in the case of sale of property.] |
| **Estimated Benefits** | [Provide an estimate of how many kWh of generation the customer will receive annually. Indicate whether that generation will be provided as kWh bill credits or as monetary bill credits based on the Value Stack. If a savings estimate was provided in marketing or other communications (or at the provider’s option if one was not previously provided), provide an estimate of the dollar value of the credits associated with that generation, based on the utility baseline or estimate of the Value Stack, and the net savings resulting from a comparison of the estimated value to the contract price.] |
| **Guarantees** | [Either explain method in which savings are guaranteed or state “This contract does not guarantee savings.”]  [Either explain guarantee of specific level of system production or state “This contract does not guarantee a minimum level of system performance or production of energy.”]  [If applicable, explain to what extent the production guarantee differs from estimated electricity production or includes a factor reflecting system degradation.] |
| **Data Sharing and Privacy Policy** | [Explain what data, if any, will be requested from the customer’s utility and how the data will be used. Explain or provide a link to provider’s data privacy policies.] |
| **Right to Cancel Without Penalty** | You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at [provide telephone number, email address, and other appropriate contact information]. |
| **Customer Rights** | If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html. |
| **Other Important Terms** | [Additional information here at Provider’s option; this row can be deleted if not used]  [If the provider will make any security filings, including liens, fixture filings, or UCC-1 filings, that must be disclosed in this section.] |
| **Preparer Name** | [Name of sales representative] |

Signature of Authorized Company Official or Representative: Date:

Signature of Customer: Date: